

Bloomfield

AFSCME Council 61 (Mixed)

7/1/2006 6/30/2009

AGREEMENT

BETWEEN

CITY OF BLOOMFIELD, IOWA

And

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES**

COUNCIL 61, LOCAL 3590

AFL-CIO

July 1, 2006 through June 30, 2009

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ARTICLE I

AGREEMENT

THIS AGREEMENT is made and entered into as to this first day of July, 2006, pursuant to the provisions of Chapter 20 of the Code of Iowa by and between the City of Bloomfield, Iowa, hereinafter referred to as the "Employer", and Local 3590, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE II

Recognition

1. Recognition. The Employer recognizes the Union as the sole and exclusive bargaining agent for all personal as set forth in the PERB amended certification instrument (Case No. 4316) issued by the PERB on the 7th day of October, 1991, a copy of which is attached hereto, marked Exhibit "B", and made a part thereof.

The unit described in said amended Certification is as follows:

INCLUDED: All full time and regular part-time public works, park and recreation department employees of the City of Bloomfield, including Water Plant lead Person.

EXCLUDED: All employees excluded by Section 4 of the Act and all other employees of the City of Bloomfield.

2. Dues Deduction. The Employer agrees to deduct the Union dues once each month from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted to the Treasurer by the 15th of the succeeding month, after such deductions are made. Dues deduction forms will be provided by the Union. Termination of payroll deductions of Union dues shall be made only by written request at least thirty (30) days in advance of the required termination date. Dues deduction cards will remain in effect until cancelled by the employee. Any increase in dues will automatically be in effect thirty (30) days from the time payroll is notified by the Union Secretary.

3. Hold Harmless. The Union agrees to indemnify and hold the Employer harmless from and against any and all claims, suits, order or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer for the purposes of complying with the provisions hereof.

4. Information to the Union. The Employer, at the request of the Union, shall provide the Union any bargaining unit employee's name, social security number, home address, payroll number, and any other information. This information may be provided on computer disk, if available.

5. PEOPLE Deduction. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Such deductions shall only be made during the months of July, August, September, October, November, and December.

ARTICLE III

Discrimination

The parties agree that their respective policies, consistent with the code of Iowa, will not violate the rights of any employee covered by this Agreement because of age, race, sex, creed, color, national origin, ancestry, disability, partisan political affiliation, union or non-union affiliation.

ARTICLE IV

Management Rights

1. Management. Except as limited or restricted by the terms of this Agreement, the management of the business and the direction of its personnel, including the right to hire, discharge or otherwise discipline, lay off, assign, and promote is vested exclusively in the Employer, which shall be the sole judge of all matters pertaining to services to be performed, the methods, processes, materials and equipment to be used, the location of its facilities, contracting out of work, schedules of service and work, and making and enforcement of rules covering safety, health and property protection, as well as to assure orderly and efficient operations. In addition, the Employer shall exercise all powers and duties granted to the City by all or any Federal and State laws or County resolutions or policies.

2. No Strike; No Lockout. The Union agrees that none of its representatives, or any employee covered this Agreement, individually or collectively, will authorize, instigate, cause, aid, condone or take part in any strike, or any other interruption of operations or services by employees during the term of this Agreement. The Employer has the right to take any action pursuant to Section 20.12 of the Code of Iowa, copy of which is attached hereto and made a part hereof and marked Exhibit "C".

ARTICLE V

Grievance Procedure

1. Purpose. The purpose of this procedure is to provide an orderly method for the prompt resolution of claimed grievance at the lowest possible level.
2. Definition of Grievances. A grievance is defined as a timely filed claim by an employee alleging that there has been a misinterpretation or misapplication of a specific provision(s) of this Agreement
 - a) Step 1. The employee and the Director of Public Works shall meet and attempt to resolve the issue prior to a formal grievance being filed. The employee may elect to have the Union Steward present if he/she wishes.
 - b) Step 2. If the meeting in Step 1 does not resolve the grievance, the employee shall appeal the grievance in writing to the Director of Public Works within five (5) work days after the Step 1 meeting. The Director will meet at a mutually agreed time and date to meet with the appropriate Union representative and the aggrieved employee and attempt to resolve the grievance. The Director shall respond to the employee in writing within five (5) work days from receiving the written allegation.
 - c) Step 3. If the grievance is not settled in accordance with the foregoing procedure, the grievant shall, within five (5) work days after receipt of the answer from the Director of Public Works present the grievance in writing to a representative of the City Council. The City Council, or its designated representative(s), will meet at a mutually agreed upon time, date, and place with the appropriate Union representative and the aggrieved employee and attempt to resolve the grievance. The City Council, or its representative, shall respond in writing to the grievant within five (5) work days.
 - d) Step 4. If the grievance is not settled in accordance with the foregoing procedure, the grievant, with the approval of the Union, may appeal said response to arbitration. Said appeal shall be within ten (10) work days after receipt of the response from the City Council or their designee.

After notifying the Employer of the referral of a case to arbitration, the parties shall meet within seven (7) calendar days to select an arbitrator or to request the Public Employment Relations Board to furnish a suggested list of five (5) arbitrators from which the parties may select one (1) arbitrator. Such selection shall be by agreement, if possible, otherwise, by the parties alternately eliminating one name from the list. The remaining name shall be designated arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration.

If a grievance is not appealed within the specified time limit or agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If a grievance is not answered within the time limits set forth herein, it shall be considered waived to the next step.

3. The Union will cooperate with the Employer by handling grievances in such a manner as will create minimal interference with the Employer's normal operations. Only one (1) Union Representative shall investigate grievances on the Employer's time. A log shall be maintained by the Union Representative entering the time of departure and the time of return from grievance investigations and formal grievance meetings, which log shall be maintained by the Director of Public Works.

ARTICLE VI

Discipline

The parties recognize the authority of the Employer to suspend, discharge or take other appropriate disciplinary action against employees for just cause.

Normally, discipline would follow the following pattern for alleged violations of a similar nature:

- a) Verbal Warning (with a written notation in the employee's personnel file).
- b) Written Reprimand for a the second violation of a similar nature.
- c) Three Day Suspension for the third violation of a similar nature.
- d) Termination for the fourth violation of a similar nature.

The Employer reserves the right to impose more serious discipline for a violation of a severe nature.

All Verbal Warnings, Written Reprimands and Suspensions shall be removed from the employee's personnel file one (1) year from the date they are written, if no events of a similar nature have occurred.

ARTICLE VII

Seniority

1. Definitions. For all purposes of this contract, seniority shall be defined as the length of continuous employment with this Employer from the employee's most recent date of hire.
2. Limitations on Seniority. Seniority may be broken by: (a) quit; (b) discharge; (c) retirement; (d) layoff for a period of more than eighteen (18) months; (e) failure by an employee to notify the Employer within three (3) calendar days of recall from layoff or failure to report to work within three (3) calendar days from the date of scheduled recall; (f) failure of an employee to return to work in accordance with the terms of leaves of absence; (g) is absent from work for two (2) days without notice to and approval by the employer; or (h) after absence due to mental or physical disability to a period of more than one (1) year after all paid leaves, as provided for in this Agreement, have been exhausted.
3. Recall. Laid off employees shall be considered for recall for a period of time equal to eighteen (18) months if their wishes are made known in writing to the Employer. Employees who are qualified to do the required work will be recalled in the inverse order of layoff. An eligible employee to be recalled from a layoff shall be notified as soon as practicable by certified or registered mail to the address last provided to the Employer by the employee. Failure to notify the Employer of a change of address, or failure to respond to notice of recall for work within three (3) days of receipt of notice of recall or at the time and date indicated in notice, whichever is later, shall result in loss of seniority and recall rights, and termination of employment.
4. Seniority List. The seniority list on the date of this Agreement shall show the name and classification of all bargaining unit employees. The Employer shall update seniority list no less than once every year.
5. Same Date Hiring. Where two (2) or more employees are hired on the same day, conflicts in seniority shall be resolved by a coin toss, with both employees present.
6. Layoff. When layoffs occur, the following procedures will be applicable:
 - a) Probationary employees shall be laid off first.
 - b) Temporary employees shall be laid off next.
 - c) Part-time employees shall be laid off next.
 - d) Employees shall then be laid off in accordance with their seniority within the affected job classification, beginning with the least senior of the employees within the affected job classification, providing the remaining employees within the Department are qualified to perform the functions required by the City.

- e) Employees who are thus laid off shall be afforded the opportunity to bump within the entire Public Works Department, using their seniority Department-wide. They may bump any employee Department-wide with less seniority than themselves, provided that the affected employee completes required qualifications, certifications, and licensing of the position that the affected employee is bumping into. The Employer shall provide adequate training necessary for the affected employee to do the job. Any employee who is bumped out of their position shall then be afforded the same bumping opportunity, until no less senior employee exist within the Department.
- f) When increases in employment occur, senior employees, in a reduced status, shall be recalled first, in order of seniority, highest seniority first, provided the remaining employees in the Department shall be qualified to perform the functions required by the Employer.
- g) The determination of qualifications shall be solely that of the Employer.
- h) A fourteen (14) calendar day notice shall be required from Employer to employee prior to a layoff.
- i) In the event an employee bumps to a position for which the employee is not certified or licensed by the State of Iowa or its regulatory agencies, the employee's rate of pay for the position will not exceed the two (2) year rate of pay for the position until the employee obtains required certification or licensure. Upon licensure or certification the employee shall be restored to the rate of pay for the position then held consistent with employee's years of service.

7. Probationary Period. New employees shall be on a probationary trial period for the first ninety (90) day calendar days and may be discharged or otherwise disciplined during the probationary trial period by the Employer without the necessity for establishing cause or any other excuse, and without recourse to the grievance procedures. However, the Employer will, upon request, notify the employee of the reason or reasons if he/she is not continued in the employ after the probationary trial period. After the employee has successfully completed his/her probationary period, his/her seniority date shall revert back to the beginning date of employment. The probationary period may be extended by mutual agreement between the Employer, the Union and the employee involved; however, each such extension shall not exceed three (3) months. All benefits under this Agreement shall commence at the expiration of the probationary period.

ARTICLE VIII

Promotion/Transfer

1. Seniority and qualifications to do the job shall be given preference in filling a permanent, vacated or new position
2. The City shall bring to the attention of its employees new positions and permanent vacancies by posting notices thereof for a period of five (5) working days in a designated area. For a voluntary transfer, the Employer shall provide any training necessary (equal to training provided for new employees) for the affected employee to do

the job, one time. Thereafter, the employee will be responsible for paying for any training, certification, or licensing required for any subsequent voluntary transfer for a period of five (5) years. This does not apply to annual licensing fees or continuing education currently paid by the City.

3. If an employee is reassigned to a job classification with a higher wage rate for over one week, the employee shall receive the higher wage rate.

4. If a job content changes whereby an employee is required to permanently work more than 50% in a different job classification, then the position shall be posted for bid, with the incumbent using his/her rights to bump less senior employees.

ARTICLE IX

Hours of Work

1. Hours of Work

- a) Employees shall work a forty (40) hour week. All time worked will be computed to the nearest on tenth ($1/10^{\text{th}}$) hour. All time worked over eight (8) hours in a day shall be computed at one and one-half ($1 \frac{1}{2}$) times the hourly rate of pay. All time worked on Holidays shall be at one and one-half times the hourly rate of pay.
- b) Overtime may be authorized by the Engineer-Director of Public Works, Outside Foreman or Mayor. However, it is the policy of the Council that every effort be made to keep overtime to a minimum.
- c) The normal work week shall be from 4:00 p.m. on Friday to 4:00 p.m. on the following Friday, with normal work hours to be from 7:00 a.m. to 4:00 a.m. Work hours may be changed by the Director of Public Works or his/her designee.
- d) Compensatory time taken for overtime will be taken at a time and a half ($1 \frac{1}{2}$) rate and will be taken at the discretion of the Engineer-Director of Public Works.
- e) An employee who is required to be on call, as directed by the Director of Public Works, will receive a flat rate of Sixty (\$60.00) dollars per week or four (4) hours comp time, at the employee's discretion. In addition to those employees already designated on call, the Pool position shall receive on-call pay when so assigned by the Director of Public Works. There is a forty (40) hour cap on the accrued "on call" comp time referred to in this paragraph. There continues to be no cap on the accrual of regular comp time.

- f) An employee who is called in outside of their normal work hours shall be paid a minimum of two (2) hours at the rate of one and one half (1 ½) times their basic hourly rate.
 - g) Supervisory personnel, except in cases of emergency or necessity, shall not do work normally reserved for the bargaining unit when it would deprive a member of the bargaining unit of call back or overtime pay.
2. Breaks. All employees' work schedules shall provide for a fifteen (15) minute break, with pay. When feasible, the break shall be at the work site and scheduled at the middle of each one-half (1/2) shift.
3. Meal Periods. All employees shall be granted a one (1) hour unpaid lunch period during each eight (8) hour work shift. The employee must use the time clock to punch in and out for the lunch period. Employees shall be furnished meal reimbursement for supper if required to be on duty after 6:00 p.m. on call out.

ARTICLE X

Insurance

1. Group Health. The Employer will provide single coverage health insurance for all employees covered by this Agreement after the probationary period. The City will select an Alliance Select plan for the employees. The Alliance Select Plan will include for the employee a \$500/\$1000 deductible, 90-10 in network/80-20 out of network co-insurance, out-of-pocket maximum of \$1500/\$3000, and a drug card with co-pays of \$10/\$25/\$40. The Plan will also include the Wellmark "Well Care Benefits".

For 2004, for Employee & Spouse, Employee and Children, and Employee and Family coverage, the Employer will pay seventy-two and a half per cent (72.5%) of the premiums, with the employee paying twenty-seven and a half per cent (27.5%) of the premiums.

For subsequent years, increases in for Employee & Spouse, Employee and Children, and Employee and Family premiums would be split, with the City paying seventy (70%) percent and the employee paying thirty (30%) percent of the premium increase.

Any employee hired after July 1, 2006, shall pay \$20 per month for single insurance.

2. Group Life and Disability. The employer agrees to provide, at no cost to the employee, disability insurance and group life insurance maintaining coverage provided on 7-1-99, and single dental insurance for the employee only.

ARTICLE XI

Leaves of Absence

1. Funeral. Employees shall receive three (3) days paid absences due to the death of a member of the immediate family. Immediate family member is defined as one of the following: father, mother, grandparents, grandchildren, son, daughter, brother or sister, husband or wife, father-in-law or mother-in-law, stepson, stepdaughter. Employees may receive two (2) days paid absences due to the death of a step mother or step father. Employees may receive one (1) day paid absence due to the death of an aunt or an uncle. Employees shall upon the approval of the Director of Public Works receive actual time off with pay to attend the funeral of a City of Bloomfield employee. Unpaid leave for other funeral attendance may be granted at the discretion of the City.
2. Absence – Road Conditions. If an employee is unable to get to work due to road conditions, said employee will be allowed to use a vacation day or be absent without pay.
3. Jury Duty. Employees absent from work while serving on jury duty will be paid the difference between jury duty pay and their regular hourly rate of pay. In order to receive payment for such duty, the employee shall present certification of service and assign all fees received for such duty to the Employer. When released from duty during his/her normal working hours before noon, the employee shall report to work within one (1) hour. When released after twelve o'clock p.m., the employee shall be excused for the balance of the work day.
4. Military Leave. All employees shall be granted military leave only to the extent mandated by the Code of Iowa and/or applicable federal law.
5. Maternity Leave. Maternity leave will be treated as any other sick leave.
6. Sick Leave
 - a) Employees may accumulate eight (8) hours per month of sick leave but shall not be allowed under any circumstances to accumulate more than five hundred sixty (560) hours.
 - b) Sick leave shall be used for personal illness, injury or disability of the employee or a medical or dental appointment of the employee which cannot be scheduled at a time other than working hours. Employees may use up to five (5) days of sick leave per year to care for an immediate family member (limited to minor child covered by family insurance, spouse, or parent). This five (5) day annual limit may be extended at the discretion of the City Council.
 - c) Employees having more than five hundred sixty (560) hours sick leave on record prior to implementation of this Article may use those days for

sickness or disability. However, more sick leave cannot be accumulated until the employee has used sick leave to the extent that they have less than five hundred sixty (560) hours on record.

- d) An employee who leaves employment with the City and has at least ten (10) years of continuous employment shall receive payment for those hours which they have accumulated, up to a maximum of four hundred (400) hours. No accumulated sick leave will be paid any employee upon termination of his/her employment with the City if he/she has less than ten (10) years continuous employment with the Employer.
- e) An employee who is absent without sick leave shall not receive payment for those days for which they are absent.
- f) An employee who is sick must notify his/her supervisor at least one (1) hour before or within one (1) hour after starting time.
- g) An employee must notify his/her supervisor each day that they will be absent unless hospitalized, or disability, on workman's compensation or presents a physician's statement indicating when the employee is expected to return to work.
- h) The Employer may require a medical certificate or other appropriate verification for absences covered by this Article. This language is intended as a vehicle by which the Employer may scrutinize habitual sick leave usage or those cases where sick leave abuse is suspected.
- i) No probationary employee shall during his or her probationary period be eligible for sick leave benefits. Upon successful completion of probation, an employee who then becomes a permanent employee shall have his or her sick leave benefits computed from the date of the start of his or her employment.

7. Leave Without Pay. Upon written request by the employee, prior to the employee exhausting his/her vacation leave, leave without pay may be granted by the Employer, in writing, for a period of time not to exceed thirty (30) days.

8. Casual Leave. Casual leave may be accrued to the maximum of six (6) days per year, subject to the following conditions:

- a) Earned at the rate of 0.5 days per month to a maximum of six (6) days per year.
- b) Earned only if no sick leave is used during the month.
- c) Maximum amount earned in one year is six (6) days.
- d) Maximum carryover from one year to the next is four (4) hours.

- e) A prior year's earned casual leave taken in the current year shall not be viewed as a disqualifying factor for earning sick leave for the month in which it is taken.
- f) The Director of Public Works must pre-approve all casual leave taken.

ARTICLE XII

Vacations

1. Vacation Schedule

- a) Each employee shall receive vacation from date of employment as follows:

After one (1) year.....	5 working days
After two (2) years.....	10 working days
After five (5) years.....	15 working days
After ten (10) years.....	20 working days
After fifteen (15) years.....	25 working days

(Eligible employees receive extra week on July 1.)
- b) If an employee takes vacation before the end of a full year of employment, vacation will be without pay.
- c) Each employee shall notify the designated representative of the Employer, if possible, fourteen (14) calendar days prior to the time vacation is to be taken. A minimum of one-half day, four (4) hours, shall be taken at a time. In the event that an employee desires to use two (2) days, sixteen (16) hours or less of vacation time, then employee shall notify the designated representative of Employer at least forty-eight (48) hours prior to the time vacation is to be taken. All vacation dates shall be subject to the approval of the Director of Public Works.
- d) Vacation earned on employment anniversary must be used by the next anniversary date or vacation will be lost unless, by the mutual consent of the employee and the Director of Public Works, the period of time to take such vacation is extended. It will be the responsibility of the employee to take vacation before his/her anniversary date.
- e) Upon death or retirement, an employee shall be paid for all unused vacation. Employee must submit at least ten (10) work days written notice upon voluntary termination before his/her unused vacation shall be paid.
- f) Vacations can be rescheduled upon mutual agreement between the employee and the Director of Public Works or his designee.

- g) During their probationary period, probationary employees shall not be eligible for any benefits under this Article.

ARTICLE XIII

Holidays

1. Paid Holidays. Each employee is entitled to nine (9) paid holidays, at eight (8) hours straight pay, as follows:

New Year's Day	Labor Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
One Floating Holiday of Each Employee's Choice	

2. Each employee is entitled to one (1) bonus day, at eight (8) hours straight time pay, each year following Thanksgiving or Christmas Day. The Engineer-Director of Public Works shall determine the number of employees to be off each designated day.
3. If one of the above holidays falls during the employee's regularly scheduled vacation period, the employee will be entitled to claim that holiday and be entitled to another vacation day.
4. Shift employees working the holiday will be required to take his/her holiday off during that pay period.
5. Paid holidays are a benefit for full and permanent part-time employees only and probationary employees shall not be eligible during their period of probation.
6. The past practice as to Christmas Day and New Year's Eve will be observed so long as no alcoholic beverages are served or consumed by any City employee and must be observed on City premises.
7. In those cases where the holiday falls on a Saturday, it shall then be observed on the preceding Friday, and in those cases where the holiday falls on a Sunday, it shall then be observed on the following Monday.

ARTICLE XIV

Wages

1. Wage Rates. Wages shall be paid in at least the minimum rates shown in Exhibit "A" hereto attached and made a part thereof.

2. Nothing as herein contained shall prohibit the Director of Public Works or the City Council of Bloomfield, Iowa, from assigning additional duties to any person employed in any of the classifications shown on "Exhibit A" or from starting a new hire on any step of the pay matrix. Such actions shall not be subject to the grievance procedures contained in this Agreement and may not be grieved.
3. All active job classifications listed in "Exhibit A" shall have a lead worker designated by the Director of Public Works, with the exception of "City Mechanic" and "Meter Reader", unless there becomes more than one employee in that job classification.
4. Employees who transfer into a position that requires a license of certification from the State of Iowa or its regulatory agencies (Water Distribution Lead Person, Sewer Lead Person, Gas, Water Plant classifications) shall be placed on the Department's pay scale from a one (1) year level up to a two (2) level based upon the experience in that department and shall go to a three (3) year level upon receiving certification.

The employee shall have up to one year to meet licensing or certification requirements for the position. If he/she fails to qualify, he/she shall be laid off, placed on the recall list, and be recalled to the first available opening in the bargaining unit which does not require a license. He/she cannot bump another employee in lies of layoff.

ARTICLE XV

Health and Safety

1. General Duty Clause. The employer shall provide a safe and healthful work place for all employees and correct all hazards.
2. Protective Equipment. The City will furnish, at no cost to the employee, the protective equipment and clothing as follows:
 - a) Hard hat.
 - b) One (1) pair of safety glasses.
 - c) Steel toe safety shoes, one (1) pair except in Electrical Department where lineman boots shall be furnished if employee desires but employee shall pay the difference between the City's cost of steel toed safety shoes and the lineman boots.

- d) Such equipment as shall be deemed necessary by the Director of Public Works.
3. Each employee must wear and use the prescribed safety equipment as required by his/her supervisor and/or the Director of Public Works.

ARTICLE XVI

Miscellaneous

1. Bulletin Boards. The Union shall be allowed space on the current bulletin board for posting Union notices and material to the employees in the unit.
2. Uniforms.
 - a) Following the completion of the probationary period, the City will furnish to each employee up to five (5) shirts and one (1) jacket with liner, as needed or upon employee's request pay to employee the funds City would spend thereon and employee may purchase his own shirts and jackets. If employee elects to do so, the shirts and jackets purchased shall be of the same style and color as City issue.
 - b) Five (5) shirts will be issued each year and one (1) jacket will be furnished every two (2) years, as needed.
 - c) Employees will be required to wear clean City shirts while employed and during work hours.
3. Personal Expense. Expenses incurred by employees will be paid while attending job related schools, (example: CEU) short courses and meetings, if such attendance is required by the Employer. Allowable expenses are as follows:
 - a) Mileage at the IRS rate if the individual drives their personal vehicle to and from said school, short course and meeting. The use of the individual's personal vehicle must be approved by the Director of Public Works.
 - b) Registration fees will be paid by the City.
 - c) Meals and lodging, hotel or motel bills, meal tickets and receipts for all expenses must be presented before payment will be authorized.
 - d) Expense reimbursement for meals will be actual costs not exceed \$28.00 per day. The employee must provide receipts. When employees work past 6:00 p.m. or are called in for overtime, there would remain a fifteen dollar (\$15.00) limit on that meal.

- e) All license renewals, except chauffeur's and driver's licenses, required by the City shall be paid for by it.
- 4. All full-time employees will receive four (4) hours paid time off to attend the Davis County Fair, alternating the four (4) hours so that half of the employees will be on duty. The Director of Public Works may schedule all employees off at the same time if it is deemed operationally efficient. This provision shall be void in the event the Davis County Fair is discontinued or cancelled.
- 5. That the benefits of seniority, promotion, transfer, hours of work, breaks, meal periods, insurance, leaves of absence, vacation, holidays and any other miscellaneous or incidental benefits shall be available only to regular full-time employees. Regular part-time employees shall not be entitled to receive such benefits or any other benefits not expressly directed to be provided to regular part-time employees under this contract; provided, however, that the employer shall not replace any current full-time employee or position with part-time employees in order to cut the cost of benefits provided to full-time employees. Employer shall endeavor to utilize full-time employees whenever the amount and skill of work require the same.

ARTICLE XVII

Separability

Should any Article, section, or clause of this Agreement be declared illegal, then that Article, section or clause should be deleted from this Agreement to the extent it violates the law, and shall be renegotiated, if legally negotiable. The remaining Articles, sections and clauses shall remain in full force and effect.

This Agreement nullifies and supercedes any previous practice, understanding or precedent between the parties (the Union, the Employer or any of the employees covered by this Agreement).

During the period of this Agreement, neither the Employer nor the Union will be required to negotiate any further matters affecting this Agreement, except to the extent above stated.

ARTICLE XVIII

Duration

This Agreement shall be effective as of July 1, 2006 and will remain in effect until midnight, June 30, 2009.

For the Employer

For the Union

CITY OF BLOOMFIELD

AMERICAN FEDERATION OF

STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
LOCAL 3590

By Joel Henderson
Chief Negotiator

By Steve Seeger
Chief Negotiator

By Janet Allen
Mayor

By Mark McFarland
Employee Representative

By Conny P. Seeger
Member City Council

By Kevin Sullivan
Employee Representative

By Steve Seeger
Member City Council

By John Long
Employee Representative

EXHIBIT "A"

Wage Schedule for All Employees Hired Before 7-1-06

(Effective July 1 of each year)

<u>WATER PLANT</u>		2006- 2007	2007- 2008	2008- 2009
Lead Operator		15.87	16.35	16.85
Operator	3 years	15.08	15.56	16.06
	2 ½ years	14.54	15.02	15.52
	2 years	13.99	14.47	14.97
	18 months	13.45	13.93	14.43
	1 year	12.91	13.39	13.89
	6 months	12.36	12.84	13.34
	start	11.82	12.30	12.80
<u>ELECTRIC PLANT</u>				
Lead Operator		15.74	16.22	16.72
Operator	3 years	14.98	15.46	15.96
	2 ½ years	14.47	14.95	15.45
	2 years	13.96	14.44	14.94
	18 months	13.44	13.92	14.42
	1 year	12.93	13.41	13.91
	6 months	12.42	12.90	13.40
	start	11.81	12.29	12.79
<u>WATER DISTRIBUTION</u>				
Lead person		15.47	15.95	16.45
Employee	3 years	14.69	15.17	15.67
	2 ½ years	14.17	14.65	15.15
	2 years	13.65	14.13	14.63
	18 months	13.12	13.60	14.10
	1 year	12.60	13.08	13.58
	6 months	12.08	12.56	13.06
	start	11.56	12.04	12.54

METER READER/PARKS DEPARTMENT

Lead person		14.11	14.59	15.09
Employee	3 years	13.40	13.88	14.38
	2 ½ years	12.95	13.43	13.93
	2 years	12.49	12.97	13.47
	18 months	12.04	12.52	13.02
	1 year	11.58	12.06	12.56
	6 months	11.13	11.61	12.11
	start	10.67	11.15	11.65

STREET DEPARTMENT

Lead person		15.47	15.95	16.45
Employee	3 years	14.69	15.17	15.67
	2 ½ years	14.17	14.65	15.15
	2 years	13.65	14.13	14.63
	18 months	13.15	13.63	14.13
	1 year	12.60	13.08	13.58
	6 months	12.08	12.56	13.06
	start	11.56	12.04	12.54

GAS DEPARTMENT

Lead person		15.47	15.95	16.45
Employee	3 years	14.69	15.17	15.67
	2 ½ years	14.17	14.65	15.15
	2 years	13.65	14.13	14.63
	18 months	13.12	13.60	14.10
	1 year	12.60	13.08	13.58
	6 months	12.08	12.56	13.06
	start	11.56	12.04	12.54

ELECTRIC DEPARTMENT

Lead person		17.29	17.77	18.27
Employee	3 years	16.43	16.91	17.41
	2 ½ years	15.81	16.29	16.79
	2 years	15.20	15.68	16.18
	18 months	14.58	15.06	15.56
	1 year	13.97	14.45	14.95
	6 months	13.36	13.84	14.34
	start	12.74	13.22	13.72

CITY MECHANIC

Lead person		15.65	16.13	16.63
Employee	3 years	14.87	15.35	15.85
	2 ½ years	14.33	14.81	15.31
	2 years	13.80	14.28	14.78
	18 months	13.27	13.75	14.25
	1 year	12.74	13.22	13.72
	6 months	12.21	12.69	13.19
	start	11.68	12.16	12.66

SEWER DEPARTMENT

Lead person		15.47	15.95	16.45
Employee	3 years	14.69	15.17	15.67
	2 ½ years	14.17	14.65	15.15
	2 years	13.65	14.13	14.63
	18 months	13.12	13.60	14.10
	1 year	12.60	13.08	13.58
	6 months	12.08	12.56	13.06
	start	11.56	12.04	12.54

LABORER

Employee	4 years	13.39	13.87	14.37
	3 years	12.96	13.44	13.94
	2 ½ years	12.53	13.01	13.51
	2 years	12.09	12.57	13.07
	18 months	11.66	12.14	12.64
	1 year	11.23	11.71	12.21
	6 months	10.80	11.28	11.78
	start	10.37	10.85	11.35

In addition, all employees holding the necessary certificate or license in Electric Distribution, Gas Distribution, Water Plant, Water Distribution & Waste Water, and the Pool positions and who are at the three year step of the pay matrix shall receive an additional \$.15 per hour as July 1, 2006, or any subsequent date when they become so qualified.

Also, the Pool position shall be paid at the Meter Reader scale and shall receive overtime for any time worked on a holiday.

Step movement is frozen for any employees hired after 7-1-06.

EXHIBIT "B"
STATE OF IOWA
BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD

CITY OF BLOOMFIELD,)	
Public Employer)	
)	
and)	Case No. 4316
)	
AFSCME/IOWA COUNCIL 61,)	
Petitioner)	

AMENDMENT OF BARGAINING UNIT AND CERTIFICATION

Upon a petition for amendment of bargaining unit duly filed under Section 13 of the Public Employment Relations Act (Act), Chapter 20, Iowa Code (1991) and Rule 4.6 of the Public Employment Relations Board (Board or PERB), the parties filed with the Board a Stipulation of Bargaining Unit.

Said Stipulation has been tentatively approved by the Board; a Public Notice of Proposed Decision of Amendment of Bargaining Unit has been posted in conformance with PERB rules; and no objections have been filed, therefore:

IT IS HEREBY ORDERED that the bargaining unit previously determined in Case No. 3824, and the certification of AFSCME/ Iowa Council 61, is amended to read as follows:
 INCLUDED: All full-time and regular part-time Public Works, Park and Recreation Department employees of the City of Bloomfield, including Water Plant Lead Person.
 EXCLUDED: All employees excluded by Section 4 of the Act and all other employees of the City of Bloomfield.

DATED at Des Moines, Iowa this 7th day of October, 1991.

PUBLIC EMPLOYMENT RELATIONS BOARD
 Richard Ramsey, Chairman

Cc: Mayor
 Dan Varner
 Walter Johnson

EXHIBIT "C"

Wage Schedule for All Employees Hired After 7-1-06

(Effective July 1, 2006)

<u>WATER PLANT</u>		2006- 2009
Lead Operator		
Operator	3 years	15.17
	2 ½ years	14.63
	2 years	14.09
	18 months	13.54
	1 year	12.46
	6 months	11.91
	start	11.37

ELECTRIC PLANT

Lead Operator		15.04
Operator	3 years	14.53
	2 ½ years	14.02
	2 years	13.51
	18 months	12.99
	1 year	12.48
	6 months	11.97
	start	11.36

WATER DISTRIBUTION

Lead person		14.77
Employee	3 years	14.24
	2 ½ years	13.72
	2 years	13.20
	18 months	12.67
	1 year	12.15
	6 months	11.63
	start	11.11

METER READER/PARKS DEPARTMENT

Lead person		13.41
Employee	3 years	12.95
	2 ½ years	12.50
	2 years	12.04
	18 months	11.59
	1 year	11.13
	6 months	10.68
	start	10.22

STREET DEPARTMENT

Lead person		14.77
Employee	3 years	14.24
	2 ½ years	13.72
	2 years	13.20
	18 months	12.67
	1 year	12.15
	6 months	11.63
	start	11.11

GAS DEPARTMENT

Lead person		14.77
Employee	3 years	14.24
	2 ½ years	13.72
	2 years	13.20
	18 months	12.67
	1 year	12.15
	6 months	11.63
	start	11.11

ELECTRIC DEPARTMENT

Lead person		16.59
Employee	3 years	15.98
	2 ½ years	15.36
	2 years	14.75
	18 months	14.13
	1 year	13.52
	6 months	12.91
	start	12.29

CITY MECHANIC

Lead person		14.42
Employee	3 years	13.88
	2 ½ years	13.35
	2 years	12.82
	18 months	12.29
	1 year	11.76
	6 months	11.76
	start	11.23

SEWER DEPARTMENT

Lead person		14.77
Employee	3 years	14.24
	2 ½ years	13.72
	2 years	13.20
	18 months	12.67
	1 year	12.15
	6 months	11.63
	start	11.11

LABORER

Employee	4 years	12.94
	3 years	12.51
	2 ½ years	12.08
	2 years	11.64
	18 months	11.21
	1 year	10.78
	6 months	10.35
	start	9.92